

LEASE NO. GS-05P-LMN19316

On-Airport Lease
GSA FORM L201D (September 2013)

This Lease is made and entered into between

Lessor's Name METROPOLITAN AIRPORTS COMMISSION

(Lessor), whose principal place of business is 6040 28TH AVENUE SOUTH, MINNEAPOLIS, MN 55450-2701 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises' described herein, being all or a portion of the Property located at

MINNEAPOLIS-ST. PAUL AIRPORT, 4300 GLUMACK DR., ST. PAUL, MN 55450-3002

and more fully described in Section 1 and Exhibit C, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon SEPTEMBER 1, 2014 and continuing for a period of

5 Years, 3 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be SEPTEMBER 1, 2014.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

[Redacted Signature]

Name: ERIC L. JOHNSON
Title: DIRECTOR, CMAA
Entity Name: MAC
Date: 1-12-2015

FOR THE GOVERNMENT:

[Redacted Signature]

JOAN
Title:
General Services Administration, Public Buildings Service
Date: 1/15/2015

WITNESSED FOR THE LESSOR BY:

[Redacted Signature]

Name: MARK DENNIS
Title: Assistant Manager Airline Affairs
Date: 1-12-15

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: 11,322 rentable square feet (RSF), yielding 9,843 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space. 9,904 rsf – 8,610 usf is located in Terminal 1 (Lindbergh); and 1,418 rsf – 1,233 usf is located in Terminal 2 (Humphrey). The total of this square footage is comprised of 17 blocks of space as follows:

- Block 1 comprising 1,362 RSF (1,184 USF) in Terminal 1, Room E-1222;
- Block 2 comprising 1,567 RSF (1,362 USF) in Terminal 1, Room E-1191;
- Block 3 comprising 1,569 RSF (1,364 USF), former Globe space in Concourse C3, Rooms C1153G and 1137G, FM 111;
- Block 4 comprising 917 RSF (797 USF) in Terminal 1, Rooms LT-3221, 3209, 3203, FM 103;
- Block 5 comprising 347 RSF (304 USF) in Terminal 2, HT-2315.01;
- Block 6 comprising 1,064 RSF (925 USF) known as the Break Room;
- Block 7 comprising 306 RSF (266 USF) of conference room space in Terminal 1, Room LT-3207;
- Block 8 comprising 474 RSF (412 USF) of mezzanine space in Terminal 1, Room LT-3201;
- Block 9 comprising 92 RSF (80 USF) in Terminal 2, Room HT-1402.04;
- Block 10 comprising 255 RSF (222 USF) in Terminal 2, Room HT-1402.02;
- Block 11 comprising 393 RSF (342 USF) of mezzanine space in Terminal 1, Room LT-3218;
- Block 12 comprising 633 RSF (550 USF) in Terminal 1, LT-3211;
- Block 13 comprising 455 RSF (396 USF) in the Terminal 1, Locker Room;
- Block 14 comprising 1,164 RSF (1,012 USF) in Terminal 1, Room E-1253;
- Block 15 comprising 396 RSF (343 USF) in Terminal 2, Room HT-2305;
- Block 16 comprising 172 RSF (149 USF) in Terminal 2, Room HT-2315.03;
- Block 17 comprising 156 RSF (135 USF) in Terminal 2, Room HT-2315.02;

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.1503 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: (INTENTIONALLY DELETED)

B. Antennas, Satellite Dishes and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (SEP 2013)

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	RSF		Rate Per RSF	Annual Rent	Monthly Rent
Terminal 1:	9,904	(8,610 USF)	\$72.00	\$713,088.00	\$59,424.00
Terminal 2:	1,418	(1,233 USF)	\$48.40	\$ 68,631.20	\$ 5,719.27
Total	11,322	(9,843 USF)		\$781,719.20	\$65,143.27

B. Rent is subject to adjustment annually, on January 1st, based upon rates that the airport shall provide no less than thirty (30) days prior to the end of each year.

C. (INTENTIONALLY DELETED).

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM. This registration service is free of charge.

F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises,"
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and,
4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

4. All services, utilities (~~with the exclusion of _____~~); maintenance required for the proper operation of the Property, the Building, and the Leased Premises, in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements and improvements required to be made thereto to meet the requirements of this Lease. ~~The Government shall be responsible for paying the cost of _____ directly to the utility provider. The Lessor shall ensure that such utilities are separately metered. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub meters are not acceptable. The Lessor shall furnish in writing to the Lease Contracting Officer (LCO), prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating, ventilation, and air conditioning requirements.~~

G. ~~Parking shall be provided at a rate of \$XX per parking space per month (structured/inside), and \$XX per parking space per month (surface/outside).~~

1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)

A. The Government may terminate this Lease, in whole or in part, at any time during the term of this lease with 60 days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace [REDACTED] with private contractors, (iii) the checkpoint supported by the leased Space is closed, or (iv) the Government reduces its presence at the airport either due to a reduction in enplanements or by eliminating certain offices altogether, due to business reasons or consolidating offices off-site at another location. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

B. The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 60 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.05 RENEWAL RIGHTS (SEP 2013) (INTENTIONALLY DELETED)

1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (SEP 2013)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	No. OF PAGES	EXHIBIT
GSA Form 3517B, General Clauses	46	A
GSA Form 3518, Representations and Certifications	10	B
Floor Plans	9 <i>ELJ</i>	C

1.07 OPERATING COST BASE (SEP 2013) (INTENTIONALLY DELETED)